

CAREFULLY REVIEW THIS CONTRACT. STOP THE WORK AND HAVE YOUR ATTORNEY/SOLICITOR REVIEW IT IF YOU WISH.

This contract is by and between _____ and _____ "Client" _____ "Company"

SCOPE OF WORK TO BE PERFORMED: Client hereby engages Company to perform a standard home inspection of the property located at:

A standard inspection is intended to help educate the client in the evaluation of the overall condition of a building. It is based on observation of the visible and apparent condition of the building and its components on the date of the inspection.

Clients who wish more extensive or intensive inspections, or reporting beyond that provided by the standard inspection and which requires more time (i.e. a more exhaustive listing of minor items, check all windows, etc.), or specialized talent or skill should arrange for those services independently, or may subcontract for those services via the Company.

The reverse side of this contract contains a non-exhaustive list of limitations inherent in the standard home inspection. Clients who wish to have a more comprehensive home inspection performed or for increased liability of the Company must contract separately for those services.

PRE-SETTLEMENT: Client accepts that this work is no substitute for a pre-settlement inspection (see guide) for which the client is responsible since damages, mechanical failures, and symptoms, clues, etc. may appear after this work is performed and before the legal acceptance of the property.

RIGHT OF ENTRY: I warrant that I or my agent have made all necessary arrangements with the selling party for the company to enter and inspect the property described in this agreement.

CLIENT PARTICIPATION AND INSPECTION: Client is encouraged to participate in the inspection but Client does so at his/her own risk. The Company shall have no liability for personal injury, property damage, or any other damages resulting from Client's participation in the inspection.

THIRD PARTIES: Client agrees that the report and information from this work is exclusively for its own benefit as it relates to this transaction only and in all other cases is the property of the Company. Client specifically warrants that there are no third parties who are intended beneficiaries of this contract.

DISCLOSURE: Client authorizes Company to disclose information to real estate agents, sellers, lenders, or other parties intimate to this particular transaction for clarification, facilitation of repairs, etc. NO YES

LEGAL FEES/OTHER EXPENSES: If either party makes a claim against the other for any error, omission or other action arising out of the work performed under this contract and fails to prove all aspects of such claim, the party making the claim will pay all attorney/solicitor fees, arbitrator fees, expenses and costs incurred in the defense of the claim.

ARBITRATION: Client and Company agree to submit all disputes related in any way to the obligations arising under this contract for binding arbitration to the BC Arbitration & Mediation Institute and to use the "Standards of Practice" of the Canadian Association of Home & Property Inspectors as the gauge.

The second page of this contract contains requirements for submitting claims to arbitration or other agreed dispute resolution body.

LIMITATION OF LIABILITY: Client agrees that Company's liability for the negligent performance or non-performance of any of its obligations under this contract shall be limited to the return of the fee paid by client or a dollar amount agreed to by both Client and Company prior to the signing of this contract.

SEVERABILITY: If any tribunal determines that any portion of this contract is unenforceable, that tribunal shall enforce the remainder of the contract as though the unenforceable portion did not exist.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

STANDARD INSPECTION: I hereby request a standard visual inspection of the primary home and garage/carport on the property at the above address in full understanding and acceptance that the total liability of the Company and/or inspector for mistakes, errors, or omissions in this inspection shall be limited to the fee except as otherwise provided by law.

CLIENT SIGNATURE: _____ DATE: _____ One signature binds spouses, et als, etc.

INSPECTION PLUS: I desire an "Inspection Plus" inspection Yes (No) and report with a limitation on liability negotiable with the work chosen. The report is due in _____ days and may include retaining specialists as needed. "Inspection Plus" shall include the services listed on the back of this page. The fee for the Standard Inspection plus a _____% deposit for additional services is required to commence "Inspection Plus" work.

CLIENT SIGNATURE: _____ DATE: _____ FEE: \$ ----- One signature binds spouses, et als, etc.

I have read each side of this form. I understand the content and agree to be bound by the terms of this contract, or have renegotiated them in writing (see back) to my satisfaction. I am aware that this is a limitation of liability and a contract between myself and Company. In the event of refund of the fees charged or the mutually agreed dollar amount, such refund shall be accepted by the undersigned as full and final settlement of all claims and causes of action against the Company and/or inspector as agreed herein.

CLIENT SIGNATURE: _____ DATE: _____ FEE: \$ _____ + \$ _____ + GST Inspection Shipping/Fax COMPANY: _____ Per: _____ President

NON-EXHAUSTIVE LIMITATIONS ON STANDARD HOME INSPECTIONS: The standard home inspection looks for defects or irregularities which are "exposed to view" which require either repairs in excess of \$500.00, are a real and present danger to occupants, or which require further evaluation by a specialist. It is limited to the readily accessible and visible major systems, components and equipment of the primary home of the property. Certain items will be randomly sampled; however, hidden damages, conditions, public records, codes, engineering tests and environmental checks are not included as part of the standard home inspection.

No area which poses a threat to the inspector's safety will be inspected, including steep, slippery, or brittle roofs, attics with insulation that prevent safe footing and any electrical or mechanical equipment shutoff or disconnected or which appear potentially hazardous. Certain items are randomly sampled or checked, but not all such items will be individually inspected. These items include, but are not limited to:
 Windows, doors, hardware and screens; electric outlets, switches, and lights; cabinet/countertop mounts and functions; insulation type and depth; mortar, masonry, paint and caulking integrity; and roof covering materials.

Individuals performing inspections will not generally: Perform destructive or disruptive testing or assessments; Lift carpets, remove ceiling panels, insulation, or vapor barriers; Move appliances, clothing, furniture, and heavy, delicate or personal items; and Check mechanical equipment during inappropriate weather.

The ages of equipment are approximated based on visual appearance. Installations are not checked against manufacturers recommendations. Only those utilities actually listed on the inspection report are presumed to exist. The following items are not included in the standard home inspection: Swimming pools and spas; Smoke alarms without accessible test buttons; Solar, security, intercom, antenna and telephone systems and Roofs not readily & safely accessible from a 13 foot ladder.

The standard home inspection will not reveal/report: Intermittent occurrences, The inner-workings of mechanical devices, The integrity of underground or hidden piping, The accuracy of timers or thermostats over a range, Small cracks or breaks in chimney flue liners, Leakage or seepage occurring intermittently or under unusual weather conditions, The integrity of wire connections in unexposed locations, The presence of pests or chemicals, Adequate performance of mechanical systems during extreme weather conditions, etc.

The inspection concerns exclusively the on-site primary home. No inspection is made with respect to public records, traffic density, noise, odors, building value appraisal, zoning ordinance conformance, or warranty or transfer disclosure. No check is made for building or housing code conformance. Additionally, no engineering, or architectural or other such licensed work will be performed, including geological or structural hazard site or engineering analysis. Similarly, the inspection will not reveal problems with environmental hazards, water quality, air quality, or toxic or allergenic substances. Moreover, the standard home inspection will not reveal problems with pests and/or wood destroying organisms.

Finally, the weather conditions existing on the day of the inspection will vary the scope of the work to be performed by the Company.

Certain equipment in the home may not be inspected depending on the weather conditions. For instance, very cold weather allows operation of heating systems but prevents operation of air conditioning equipment. Conversely, hot weather permits operation of cooling equipment but makes it very difficult to assess heating capability. Further, the weather conditions may prevent the Company from performing an inspection of certain areas of the house. For example, rainy weather may prevent the inspector from walking on the roof and snow may prevent the observation of the roof, driveway, and other exterior parts of the house. The Company will NOT be able to return to check the property during alternate weather without an additional charge.

REQUIREMENTS FOR SUBMITTING CLAIM TO ARBITRATION: Client waives any right to make a claim against Company for damages suffered by Client as a result of Company's performance or non-performance of the obligations contained in this contract, including any claim for any alleged defect in the home inspection report, unless:

1. Client notifies Company in writing immediately upon discovery of a problem and within one (1) year of the date of this contract of the nature and extent of Client's claim; and,
2. No repairs or replacements of allegedly defective components or systems have been performed prior to the notification to the Company required above and without permitting Company an opportunity to inspect the items before repairs or replacement takes place; and,
3. Client initiates an arbitration proceeding in accordance with the provisions of this contract within thirteen (13) months of the date of this contract.

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| I request the following additional services: | |
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| Additional Fee: \$ | Date: |
| Signature: | |

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| RENEGOTIATED ITEMS | |
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| Additional Fee: \$ | Date: |
| Signature: | |

Accepted by: _____
 Date: _____